

**TENDER FOR CAPITAL DREDGING FOR INDIAN COAST GUARD JETTY BASIN
IN FORT KOCHI
(T10/T-1934/2020-C)**

QUERIES FROM BIDDERS AND RESPONSES OF THE DEPARTMENT

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
BIDDER 'A'			
1	E-Portal Website	The BOQ excel sheet (PDF of which is provided as Tender Notice 5) is not provided in the downloadable files. Bidder requests Employer to kindly provide the same as submission in Financial Bid is in Excel Format	BOQ in excel sheet is provided only in the Tendering portal www.tenderwizard.com/COPT and Bids are to be submitted online through this e-Tendering portal only. Please also see Clause 6 of Tender Call Notice.
2	Clause 14, Tender Call Notice	The firms registered with Ministry of Micro, Small and Medium Enterprises (MSME) are exempted from submission of Earnest Money Deposit (EMD) / Bid Security and Tender Document Fee. MSME's Office Memorandum bearing ref. no. F. No. F 22(1)/2012-MA dated 24 October 2016 (please refer to Q. No. 20) is enclosed herewith for corroborating the above claim. In view of the same, Bidder requests Employer for exemption of submission of Tender Fee in addition to the exemption of submission of Bid Security provided in the Tender document. Employer to kindly note that Office Memorandum dated 12 November 2020 regarding Bid Security / Earnest Money Deposit, F.9/4/2020-PPD of, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India states that in view of receipt of various representations stating the acute financial crunch being faced due to COVID-19 Pandemic. In order to facilitate the same, MoF has advised for no requirement of submission of Bid Security / Earnest Money Deposit for the tenders being issued till	As per Clause 14 of Tender Call Notice, MSME are already exempted from submission of Tender Fee & EMD. Please see Sl. No.1 of Addendum/Corrigendum No.3.

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		31.12.21. Such Circular is enclosed herewith for ready reference. Employer to kindly confirm the above.	
3	Sl. No. e) Letter of Bid & Cl. 10.8, General Conditions of Contract	Bidder understands that the Security Deposit and Retention Money are synonymous to each other and that the value of the same would be 5% of the Contract Value. Bidder requests Employer to kindly confirm Bidder's understanding.	The understanding is not correct. However, the related Tender provisions now stand modified; please see Sl. No.2 of Addendum/Corrigendum No.3.
4	Sl. No. f) Letter of Bid & Cl. 9.2, Section III - Instructions to Bidders	Ministry of Finance (MoF), Department of Expenditure (Procurement Policy Division) has received various representations stating the acute financial crunch being faced due to COVID-19 Pandemic. In order to facilitate the same, MoF has reduced the percentage of Performance Security from existing 5%-10% to 3% of the value of the contract. Such provision is applicable to existing contracts as well as to the tenders/contracts issued/concluded till 31.12.2021. In view of the same, Bidder requests Employer to suitably amend the provisions of the clause to limit the Performance Security to 3% of the contract value. The corresponding Office Memorandum is enclosed herewith to substantiate the above. Employer to kindly confirm	Please see Sl. No.2 of Addendum/Corrigendum No.3.
5		Requested Extension of Bid submission upto 13/1/2021	Please see Addendum / Corrigendum No.1.
BIDDER 'B'			
6		Request for Extension of time of the Bid submission date with 2 weeks since Bid Date is 29Dec'20 which is between Christmas and New year and our office is closed then because of Christmas holidays. Please provide additional time after	Please see Addendum/ Corrigendum No.1.

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		receipt of responses to queries for posing of additional queries.	
7		What is the expected Commencement Date of the Works?	It is reasonably expected that the Letter of Acceptance will be issued within two months of Bid Opening. The work shall be commenced within 30 days from the date of issue of Letter of Acceptance.
8	Clause 23.78/163 Security Clearance	As this is Capital Dredging work and company security clearance needed for the contract, but tender documents do not provide any format. Pls clarify.	Please see Sl. Nos.3 and 4 of Addendum/Corrigendum No.3.
9	ITB 3.10 20/163 EMD	As per Finance Minister statement on 12.11.2020 Earnest money deposit (EMD) will not be required for tenders and will be replaced by bid security declaration. Please confirm the EMD amount as some pages it shows as 45.56 Lakhs and some pages it shows as 46.56	Please see Sl. No.1 of Addendum / Corrigendum No.3. Not Applicable.
10	Clause 2.10.2 (Special conditions) 109/163 Water, Fuel and Other Consumables for Dredger/Craft.	Contractor requires that any increase or decrease in fuel prices and exchange rate after the submission date will be corrected according to a mutually agreed formula. The exchange rate will be fixed at the date of award. Please confirm	Not acceptable. Tender condition shall prevail,
11	Clause 2.20 (Special conditions) 111/163 Dredge Area clear of Natural/Artificial Under Water Obstructions.	Delays and Works which may result from detection and/or removal of any physical obstacles or obstructions and/or UXO shall be granted Extension of Time and reimbursement of costs plus reasonable profit. This also concerns reimbursement of costs plus reasonable profit for related investigations and detection methods. In no event will Contractor be held responsible to remove obstructions from the Site. Please confirm.	Please refer Clause 4.11 (Unforeseeable Physical Conditions) of General Conditions of Contract, P-52/53.

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
12	Clause 2.30.2 (Special conditions) 114/163 Bills & Payments Schedules	Payment of dredged quantities will be based on measurement in the dredge areas on the basis of in- and out survey up to design depths and including slopes under natural angle of repose against the unit rates given in Contractor's BOQ's. Please confirm.	Please read Clause 2.5 (P-106) along with Clause 2.30.2 (P-114) of Special Conditions of Contract.
13	Clause 2.30.1 (Special conditions) 114/163 Bills & Payments Schedules.	In the event that any payment due under the Contract has not been made by the due date for payment, the Main Contractor shall pay interest to the Contractor calculated at the annual rate of ten (10) percentage points above the "Base Rate" of the Reserve Bank of India (RBI). The interest charges shall accrue daily from the due date until payment is received by Contractor. Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy. Please confirm.	Not acceptable. Tender condition shall prevail
14	Clause 2.32 (Special conditions) 115/163 Insurance	Insurance clause 2.32 (Special conditions) is too wide. It seems Contractor has to indemnify the Port of any loss due to a blockage caused by the sinking of the dredger. Insurers will only cover damage caused by negligence. Please adjust the wording of this clause accordingly.	Dredger and floating craft shall have valid P&I INSURANCE.
15	Clause 2.30.3 and 2.30.4 115/163 Bills & Payments Schedules.	Clauses 2.30.3 and 2.30.4 are contradictory. Please remove clause 2.30.4	Clause 2.30.4 stands modified as below, vide Sl. No. 7 of Addendum/ Corrigendum No.3) On or before the date of expiry of the Contract Period, the Contractor shall hand over to the Employer, the basin with the specified depth of (-)7.0m CD.

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
16	Clause 2.36 116/163 Advance Payment	Contractor requires an Advance Payment of 15 % of the Contract value for mobilisation of his equipment. Please adjust the Advance payment clause 2.36 and 10.2 accordingly.	Not acceptable. Tender condition shall prevail
17	Clauses 2.38.2.2 and 2.38.2.3 118/163 Arbitration	Please delete Arbitration clauses 2.38.2.2 and 2.38.2.3 as these are one sided and unfair.	Not acceptable. Tender condition shall prevail
18	Clause 8.0 (Special conditions) 123/163 Work in Monsoon	Bathymetric surveys cannot be executed during the monsoon period due to expected high turbidity values during the monsoon period. Therefore, dredging works should be executed outside the monsoon period. Please confirm.	If Bathymetric surveys with Echo Sounder is not giving exact values during the monsoon period due to high turbidity, survey with sounding chain having lead weight varying from 2.5Kg to 10.0 Kg, as the case may be, depending on the depth, with standard dimensions will be permitted.
19	Clause 12.0 (Special conditions) 125/163 Existing Services	The Employer shall be responsible for determining the exact nature of all submarine cables, pipelines and other services in the area and in the proximity to the area of the Works at no costs for the Contractor. A plan showing the position of all submarine cables and services shall be submitted to the Contractor prior to the Works commencing. Please confirm.	As per Employer's understanding, there is no submarine/ service cable is passing through the area.
20	Clause 23 78/163 Security Clearance	As this is Capital Dredging work and company security clearance needed for the contract, but tender documents do not provide any format. Pls clarify.	Please see Sl. Nos.3 and 4 of Addendum / Corrigendum No.3
21	Appendix II 10/10 Bathymetric Survey Chart	Please provide most recent bathymetric survey charts in Autocad- or in x,y,z format.	Bathymetry drawing in Auto Cad format will be provided to the Successful Bidder only.
BIDDER 'C'			

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
22	Clause 9 Page -4 Tender Call Notice	<p>The bidder shall submit Originals of: (i) DD /Pay Order/ Banker's Cheque / BG towards the cost of tender and EMD; and (ii) Power of Attorney in favour of signatory(s) to the tender and Pre-Contract Integrity Pact ; along with letter of submission in a sealed cover to the Chief Engineer, Cochin Port Trust, W/Island, Cochin - 682009, KERALA, before opening date and time of the tender</p> <p>Since we will be uploading these documents on line, it is requested to provide 7 days' time after bid submission to enable us to send the originals by courier.</p>	<p>Not acceptable.</p> <p>Tender condition shall prevail. Please see Sl. No.1 of Addendum / Corrigendum No.3.</p>
23	Clause 14 Page-5 Tender Call Notice	<p>Bidders who are registered with National Small Industries Corporation (NSIC).....exemption from payment of Earnest Money Deposit</p> <p>Please refer to the Ministry of Finance office memorandum No. F.9/4/2020-PPD... (copy enclosed) dated 12 November 2020 exempting submission of EMD by all bidders in all tenders up to December 2021 and in Lieu of EMD, declaration be taken.</p>	<p>Please see Sl. No.1 of Addendum/ Corrigendum No.3.</p>
24	Clause 3.10 Page-20 Instructions to Bidders	<p>Each bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs.45.56 lakhs in the form of Bank Guarantee (BG), enforceable and cashable at Kochi, drawn from any Nationalized Bank / Scheduled Bank in India acceptable.</p> <p>Please refer to the Ministry of Finance office memorandum No. F.9/4/2020-PPD... (copy enclosed) dated 12 November 2020 exempting submission of EMD and in Lieu of EMD, declaration be taken.</p> <p>Accordingly, no EMD shall be required to be submitted by Bidders and we shall submit a declaration stating in case not honoring the bid,</p>	<p>Please see Sl. No.1 of Addendum / Corrigendum No.3.</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		we shall be disqualified in future tenders.	
25	Clause 4.3 Page-21 Instructions to Bidders	Validity of Bid: The bid shall be valid for acceptance for a minimum period of one hundred and twenty (120) days from the date of opening Part-I (Technical & Commercial Bid). It is proposed that bid validity be limited to 90 days as it would be difficult to keep vessels waiting for order for such long period.	Not acceptable. Tender condition shall prevail
26	Clause 4.4 Page-22 Instructions to Bidders	Duties and taxes: Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the Employer. It is clarified that any new taxes, levies, duties imposed after 28 days prior to date of technical bid submission (base date) shall be reimbursed by the Employer	Please see Sl. No. 8 of Addendum/Corrigendum No. 3.
27	Clause 5.1.1(J)-(v) Page-25 Instructions to Bidders	In case Dredging firm do not own the Dredger and plan to execute the dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc., the above firm has to pay additional performance guarantee of 5% in addition to the performance guarantee indicated in the tender which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract. It is proposed that the dredger deployed is from the parent company/ with group companies, no additional BG would be required to be submitted.	If a Bidder proposes to undertake the works by engaging the dredger owned by a parent company or subsidiary company, they will still be required to provide the Additional Performance Guarantee since the two companies are separate legal entities and the fact remains that the dredger is not owned by the Bidder.

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
28	5.3.1 Page27 Instructions to Bidders	<p>The Bidder shall submit duly signed original "Integrity Pact" to be executed between the bidder and Cochin Port Trust for the Work, Original DD / Banker's Cheque/BG towards the cost of tender/ EMD, Power of Attorney, if applicable along with letter of submission in a sealed cover, superscripting thereon the Tender Number, Name of Work, date notified for submission of tender and the name of the tenderer, should reach the office of the Chief Engineer, Cochin Port Trust, Cochin- 9, Kerala, India on or before the time and the day notified in the Table of TCN. The above document in original can be brought either in person or sent by registered post/ courier.</p> <p>It is proposed the originals will be submitted within 7 days from the date of bid submission after uploading all the documents.</p>	<p>Not acceptable. Tender condition shall prevail</p>
29	9.2 Page-33 Instructions to Bidders	<p>In addition to the above, the successful bidder will be required to furnish a Performance Security through an irrevocable Bank Guarantee (BG), enforceable and cashable at Kochi, drawn from any Nationalized Bank / Scheduled Bank in India which has net worth not less than Rs.100 Crores and which is acceptable to the Employer, as per the Proforma enclosed at Annexure-1 to the bid document. The Bank Guarantee shall be for an amount of 10% of the Accepted Contract Amount, which shall be furnished within 21 (Twenty-one) days on receipt of Letter of Acceptance (LOA) of the bid.</p> <p>Please refer to the Ministry of Finance Memorandum F.9/4/2020-PPD dated 12 November 2020(Copy enclosed) wherein in view of present financial conditions prevailing due to COVID</p>	<p>Please see Sl. No.2 of Addendum / Corrigendum No.3</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		19 Pandemic, the PBG percentage is to be limited to 3% of the Contract prices. Hence it is proposed to limit the PBG to 3% of contract price.	
30	9.4 Pag-33 Instructions to Bidders	Balance Security Deposit in excess of EMD deposited in DD/Banker's Cheque will be recovered as retention from the Running Account bills at 5% of the bill value. It is proposed that Contractor can also submit a BG towards retention in place of recovery from the bills. It is further clarified that in view of MOF Memorandum F.9/4/2020-PPD dated 12 November 2020, the limit of Security deposit shall also be limited to 3% of the Contract price.	Please see Sl. No.2 of Addendum / Corrigendum No.3
31	1.12 Page-45 Section-IV- General Conditions of Contract	Compliance with Laws. The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works It is clarified that the Contractor would be responsible for securing permits for his equipment and manpower, whereas the Employer would be responsible for securing the permits for the works.	The Employer has already secured Environmental Clearance for the work and the Contractor would be responsible for securing all others required for the execution of the work.
32	6.5 Page- 59 Section-IV- General Conditions of Contract	Delays caused by Authorities It is clarified that in case of such delays, in addition to the extension of time for completion, the additional cost incurred by the Contractor is payable by the Employer.	Please refer Clause 16: Contractors' Claims (P-74) under General Conditions of Contract.
33	6.10 Page-60 Section-IV- General Conditions of	Prolonged Suspension. It is proposed to replace "84 days" with "30 days" in the second line.	Not acceptable. Tender condition shall prevail

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
	Contract		
34	6.11 Page-61 Section-IV- General Conditions of Contract	Resumption of Work The Contractor shall make good any deterioration or defect in or loss of the Works, which has occurred during the suspension. It is clarified that Contractor shall make good such deterioration or defects or loss of Works at the cost of Employer.	Contractor shall make good such deterioration or defects or loss of Works at his own cost, except in cases where the reason for suspension was attributable to the Employer Please refer Clause 16: Contractors' Claims (P-74) under General Conditions of Contract.
35	7.1 Page-60 Section-IV- General Conditions of Contract	Taking over of Works- The Contractor may apply by notice to the Engineer not earlier than 14 days before the Works..... The Engineer shall within 28 days after receiving the Contractor's application..... To replace 14 days by 7 days To replace 28 days by 7 days	Not acceptable. Tender condition shall prevail
36	8.1 Page-60 Section-IV- General Conditions of Contract	Performance Certificate: ... Engineer shall issue the Performance Certificate within 45 days of Contractor's notice or 15 days from the date of issuing 'Taking Over Certificate' whichever is later Performance Certificate is to be issued by Engineer within 7 days of issue of taking over certificate and notice by the Contractor since there is no defect liability for dredging works.	Not acceptable. Tender condition shall prevail

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
37	9 Page-61 Section-IV- General Conditions of Contract	Variations and Adjustments: No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties It is proposed that price adjustment due to variation in price of Main Fuel also be considered with fuel factor as 0.20 since the fuel prices are controlled by Government and contractor cannot estimate for such variation	Not acceptable. Tender condition shall prevail
38	9.1 Page-61 Section-IV- General Conditions of Contract	All payments under this contract shall be made in Indian Rupees only While payments can be made in INR, the exchange variation between the base date and the date of payment shall be paid by Employer extra as major cost is to be incurred in Euro.	Not acceptable. Tender condition shall prevail
39	10.2 Page-62 Section-IV- General Conditions of Contract	Advance payment: The Employer shall not make any advance payment for mobilization of equipment or any reason whatsoever. It is proposed that 10% of the Contract price be paid as advance against BG to meet the cash flow requirement of the Project.	Not acceptable. Tender condition shall prevail
40	10.6 Page-63 Section-IV- General Conditions of Contract	The Employer shall pay to the Contractor: a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate. Replace 45 days with 28 days and 56 days with 45 days.	Not acceptable. Tender condition shall prevail

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
41	10.8 Page-63 Section-IV- General Conditions of Contract	Retention Money/Security Deposit. It is proposed to consider BG in place of deduction from the bills. In addition, in line with Ministry of Finance Memorandum dated 12 November, the amount of retention be limited to 3 % of the Contract price. Since there is no defect liability period, the retention money is returned within 7 days from the date of issue of Taking over Certificate.	Please see Sl. No.2 of Addendum / Corrigendum No.3
42	11.5 Page-67 Section-IV- General Conditions of Contract	Employer's Entitlement to Termination. In case of termination of Contract for Employer's convenience, in addition to the payments as per Sub-Clause 15.6, the Contractor should be paid 10% of the remaining value of work.	Not acceptable. Tender condition shall prevail
43		Termination of Contract by the Contractor due to default of the Employer. It is proposed to include a clause on Termination of Contract by the Contractor, if the Employer fails to make payment as per the Contract or in breach of the Contract conditions and not rectified the breach within 15 days from the default Notice. In case of termination of Contract due to default by the Employer, the amount payable to the Contractor shall be as per sub-clause 15.6 plus 20% of value of balance work left at the time of termination.	Not acceptable. Tender condition shall prevail
44	13.3 Page-68	Defined Risks: To include the following as Employer's Risks in line with FIDIC conditions of contract applicable for Dredging and Reclamation works. • Use or occupation by the Employer of any part of the Works except as may be specified in the	Not acceptable. Tender condition shall prevail

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		<p>Contract,</p> <ul style="list-style-type: none"> • Suspension of work unless it is attributable to any failure of the Contractor. • Any failure of Employer or the Engineer. • Physical obstructions or physical conditions on the site during the performance of works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor has immediately notified to the Engineer • Climatic Conditions more adverse than specified in the tender. • Any delay or disruption caused by any variation. • Damage which is unavoidable result of the Contractor's obligation to execute the work • Any delay or disruption caused by one or more third parties in the vicinity of the project and in relation to the project during the performance of works including delays or disruptions by fishermen 	
45	14 Page-70	<p>Insurance</p> <p>It is clarified that the Bidder is in possession of insurance for his equipment and third-party liability cover and Employer and Engineer will be co-insured and waiver of subrogation will be endorsed on the existing policies.</p>	<p>Not acceptable. Tender condition shall prevail.</p>
46	4.1 Page-89 Technical Specifications	<p>SCHEDULING OF WORK –General-.....However, during the course of dredging due to requirement of shipping or for any other reasons if it is so required by the Dy. Conservator/Chief Engineer, the Contractor shall undertake dredging in any other area than previously planned, in the berth frontage as instructed and no claim of any sort shall be made for deviating from the</p>	<p>Not acceptable. Tender condition shall prevail.</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		<p>original dredging plan.</p> <p>It is clarified that while the Contractor shall dredge other areas, in case no other area is available and the Contractor's equipment is idle, the idle time charges are payable</p>	
47	<p>5.2</p> <p>Page-90</p> <p>Technical Specifications</p>	<p>In case of dumping of dredged material by the Contractor at unauthorized places and timespenal recovery at rate.... of 50% of the quoted rate....</p> <p>Please clarify what do you mean by unauthorized "time"</p>	<p>Though two dumping areas are shown in the Key plan, the dredged material shall be dumped predominantly at the south dumping area; the north-dumping area may be used only at times when there are hindrances for accessing the southern dumping area. The material shall be dumped only where depth of water is 20m or more, spreading evenly over an area having a diameter of 3km, in such a way that the depth shall not be less than 19m at any time. Otherwise, penal recovery will be effected. The depth of water at the time of dumping of each load shall also be entered in the DDRs and the Contractor shall also furnish the movement record of other type of dredgers and barges, if any, deployed for the disposal of material at the specified dumping area. Mutually acceptable arrangements shall be made to record and certify the movement of barges if used for dumping of material to the dumping ground.</p>
48	<p>6.1.5</p> <p>Page-90</p> <p>Technical Specifications</p>	<p>Contractor to obtain licenses.... For marine radios, walkie-talkies, radio positioning system.....</p> <p>Employer to assist in providing required recommendation letters</p>	<p>Employer shall assist by providing required recommendation letters but without any cost to the Employer on account of this.</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
49	6.2.2.1 Page-91 Technical Specifications	Each hydrographic survey shall be carried out using DUAL FREQUENCY ECHO SOUNDER and HULL MOUNTED Transducer..... It is proposed that Transducer would be mounted on the side of the vessel as it would be difficult to get vessel with Hull Mounted Transducer	Agreed.
50	17 Page-99 Technical Specifications	Plant and Equipment No separate mobilization and demobilization charges will be paid to the Contractor for the Plant and equipment deployed by him for the satisfactory completion of the Work detailed in the Contract Work. The unit rate quoted for the Work will squarely and totally include all the charges to be paid to the Contractor by the Employer It is proposed to have separate BOQ item for Mobilization and demonization and the mobilization charges shall be payable on mobilization and commencement of dredging.	Not acceptable. Tender condition shall prevail.
51	17 Page-99 Technical Specifications	Plant and Equipment <i>The Contractor shall not change the type, number, size and make of dredgers indicated in the contract without written approval of the Engineer</i> It is proposed that if the Contractor mobilizes equipment, which is of equivalent capacity, the make of dredger shall not make any difference since it may not be possible to retain the same equipment till the work is awarded.	Not acceptable. Tender condition shall prevail.
52	18.3 Page- 100 Technical Specifications	Minimum Interference with Navigation It is clarified that every effort will be made to co-ordinate with Port and avoid interference with Navigation, in case the dredger is idle due to Port Navigation, the idle time is payable	Not acceptable. Tender condition shall prevail.

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		by the Employer.	
53	2.7.2 Page-107 Section -VI- Special Conditions of Contract	No claim shall also be entertained by the Port on account of delay due to shipping movements, due to restriction by Indian Navy on account of firing exercise or for similar reasons. It is clarified that the Contractor shall make every effort to dredge without effecting the shipping movement of Port. However, if the vessel is idle due non-availability of area for dredging, idle time is payable by the Employer.	No idle time charges will be payable by the Employer; however, eligible extension of Contract Period will be granted, subject to Clauses 6.5 and 6.4 under General Conditions of Contract (P-58,59).
54	2.8.2 Page-120 Section -VI- Special Conditions of Contract	Disposal of Dredged Material.....beyond the distance specified above and where water depth is 20m or more Please confirm that water depth is more than 20m in the dumping locations indicated. Please also confirm that the dumping will not be done beyond the indicated locations	Usually the water depth is more than 20m in the dumping locations indicated and dumping shall be done at the indicated locations only.
55	2.19 Page-111 Section -VI- Special Conditions of Contract	The Contractor shall provide a boat of 8 persons capacity with license for operating through port waters, at his own cost, exclusively for the departmental staff for supervision works, throughout the contract period..... It is proposed that the Contractor's crew boat would be made available as and when required within one-hour notice.	Not acceptable. Tender condition shall prevail.
56	2.20.1 Page-111 Section -VI- Special Conditions of Contract	Dredge Area clear of Natural/Artificial Under Water Obstructions.....However, if any obstructions like sunken buoys, barges or pontoons, small anchors, steel plates, angles, boulders, concrete pieces up to a size of 3m x 2m / 5 tonnes are encountered these shall be removed by the contractor at his own risk and	Not acceptable. Tender condition shall prevail

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		<p>no claim whatsoever on this account will be entertained by the employer.....</p> <p>It is clarified that any such obstructions shall be removed by the Contractor at additional cost to the Employer as it is not possible to inbuild such cost at the time of tendering.</p>	
57	2.30.4 Page- 115 Section -VI- Special Conditions of Contract	<p>On the date of expiry of the Contract Period, the Contractor shall hand over to Employer the basin with the specified depth of (-)7.0m CD</p> <p>It is clarified that if the Contractor is able to complete the total scope in less than 6 months(Contract period), the Contractor shall only be responsible to hand over the area with (-)7 m CD at the time of Post Dredge survey</p>	Please see CoPT's response to Sl. No. 15 above.
58	2.38 Section -VI- Special Conditions of Contract	<p>Settlement of Dispute and Arbitration</p> <p>It is proposed that irrespective of value of claim, all disputes not amicably settled shall be referred to a panel of three Arbitrators one appointed by the Contractor, one by Employer and both the Arbitrators shall appoint the Presiding Arbitrator. The Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 with the Arbitration and Conciliation (Amendment) 2015.</p>	<p>Not acceptable.</p> <p>Tender condition shall prevail</p>
59	2.47 Page-121 Section -VI- Special Conditions of Contract	<p>Variation Exceeding +/- 30%: If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 30 per cent of the sum named in the Letter of Acceptance results from.....</p> <p>It is clarified that the unit's rates are to be varied in case of reduction or increase greater than 15%.</p>	<p>Not acceptable.</p> <p>Tender condition shall prevail</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
60	2.48 Page-121 Section -VI- Special Conditions of Contract	<p>Additions and Alterations Employer shall always have power and authority from time to time and to make amendments or additions or alterations or changes in the scope of the work.....</p> <p>The contractor shall receive, obey and be bound by the same</p> <p>It is clarified that execution of any such additional works shall be undertaken by the Contractor provided the same can be executed with the equipment mobilized to site. Any additional mobilization if required shall be subject to agreement on the additional cost and time prior to mobilization and is always subject to availability of equipment with the Contractor.</p>	<p>Not acceptable.</p> <p>Tender condition shall prevail</p>
61	12.1 and 12.2 Page-125 Section -VI- Special Conditions of Contract	<p>Drains, pipes, cables, ...and similar services encounteredshall be guarded by Contractor at his own cost Should any damage be done by the Contractor to any mains pipes, cables...whether shown in the drawings the Contractor must make good or bear the cost....</p> <p>We interpret that this is applicable to on shore facilities. Employer to confirm that there are no underwater pipes, cables and such items.</p>	<p>As per Employer's understanding, there is no submarine/ service cable passing through the dredging area.</p>
62	17 Page-126 Section -VI- Special Conditions of Contract	<p>POSSESSION PRIOR TO COMPLETION If such, prior possession or use by the Engineer delays the progress of Work, an equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.</p> <p>In addition to adjustment in the time of completion, if the contractor incurs any additional cost, the same shall be paid by Employer.</p>	<p>Not acceptable.</p> <p>Tender condition shall prevail</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
63	18 Page-126 Section -VI- Special Conditions of Contract	For provision of Clause 10 (Contract Price and Payment) of the General Conditions of Contract, to treat that the Works has been completed and issue a Final Payment Certificate, the following documents will be deemed to form completion of documents: (i) The Technical documents according to which the Works was carried out (ii) Sounding charts and connected details Employer is requested to clarify which specific Technical documents should be submitted other than Sounding charts	In addition to Sounding Charts, the Technical documents shall include the following: 1. DDRs and 2. DLM details.
64		Bids submission -29 th December 2020 It is requested to extend the Bid submission date up to 10 January 2021 due to ensuing Christmas and New Year Season and as our Belgium office would be functioning with only limited officials from 20 December 2020 till 7 January 2021	Please see Addendum / Corrigendum No.1
65		Bathymetry drawing in Auto Cad format.	Bathymetry drawing in Auto Cad format will be provided to the Successful Bidder only.
66		The structure connecting the Jetty is Temporary or Permanent? Since its falls on dredging location whether those structure to be removed while dredging - Kindly confirm.	Question not clear. Apart from the newly constructed Approach Trestle connecting the shore and jetty head which is permanent, there are certain temporary structures for jetty construction, which will be removed before dredging work commences.
BIDDER 'D'			
67	Clause 15 Tender Call Notice	Whether turn over from other business operations of the Lead Partner in a Joint Venture will be reckoned for calculating the MQC of average annual turnover of Rs.1367 Lakhs during the past three financial	The Turnover income from dredging operations shall be considered. In this context, please see Sl. Nos. 5 and 6 of Addendum/Corrigendum No. 3.

Sl. No.	Reference Clause	Bidder's Queries	CoPT's Responses
		years.	
68	Clause 15 Tender Call Notice	Whether turnover of all partners in the Joint Venture can be reckoned for calculation of minimum financial turnover of the bidder being a Joint Venture under MQC.	Please see Sl. Nos. 5 and 6 of Addendum/Corrigendum No. 3..
69	Clause 3 Instructions to Bidders	<p>“The Lead Partner shall on its own meet the Financial Turnover Criteria under MQC.”</p> <p>In case of minor deficiency in the MQC financial turnover of the Lead Partner of its own, whether financial turnover of other partners of the Joint Venture can be added to make up the same.</p>	Please see Sl. Nos. 5 and 6 of Addendum/Corrigendum No. 3.
70		In the context of year ending urgencies and the pandemic non-conducive circumstances, we would earnestly request your good self to kindly extend the last date of submitting the Bid from 29 th December 2020 to 15 th January 2021.	Please see Addendum / Corrigendum No.1
71		Bidders request to revisit the clauses about the MQC applicable to partners in a JV or Consortium and revise the same to the effect that individual experience and turnover of each partner may be pooled together to evaluate the overall MQC and that the Lead Partner will be decided by the partners in the JV or Consortium.	Please see Sl.Nos. 5 and 6 of Addendum / Corrigendum No.3.
